

## **PUBLIC SAFETY FACILITY GRANT AGREEMENT**

**THE STATE OF TEXAS      §**  
**COUNTY OF HARRIS      §**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **the City of Tomball** (the “City”), a Texas home-rule municipality.

### **WITNESSETH:**

**WHEREAS**, it is the expressed purpose of the TEDC to incentivize new construction of both public and private projects to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the City intends to construct a new city facility that will include public safety headquarters for City departments; and

**WHEREAS**, the construction of new public safety facilities will improve response times, operational efficiency, and long-term service capacity, thereby supporting a stable and business-friendly environment within the City; and

**WHEREAS**, the retention and expansion of primary businesses within the City are dependent upon the City’s ability to maintain infrastructure and services that protect workforce safety, business assets, and overall quality of life; and

**WHEREAS**, investment in public safety infrastructure contributes to the long-term competitiveness of the City in attracting primary job-creating businesses to the region; and

**WHEREAS**, the TEDC finds that supporting the construction of this public safety facility will directly and indirectly promote the creation and retention of primary jobs by strengthening the City’s economic development capacity and readiness for business growth; and

**WHEREAS**, the TEDC finds that construction of this new public safety facility to serve the City of Tomball will make the City more attractive to businesses that create primary jobs and will thus promote new or expanded businesses that create primary jobs in Tomball; and

**WHEREAS**, the TEDC finds that providing assistance to the City for construction of a new public safety facility constitutes a project, as defined by the Development Corporations Act.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

**1. Grant Funds.** The TEDC will make a grant of Two Million, Three Hundred Thousand Dollars (\$2,300,000) (the “Grant”) within sixty (60) days of the Effective Date.

**2. Construction of Facility.** The City hereby agrees to acquire land and construct a new public facility, which shall include new headquarters for the City’s police and fire departments (the “Facility”). The City shall commence design of the Facility within 4 years of the Effective Date of this Agreement and shall commence construction of the Facility within six (6) years of the Effective Date.

**3. Use of Grant Funds.** The City shall use the Grant to fund acquisition of land for the Facility and for design and construction of the Facility. All Grant funds shall be used within six (6) years of the Effective Date, and any Grant funds that are not used in such manner are to be returned to the TEDC upon completion of the Facility or on the date six (6) years from the Effective Date, whichever date occurs first.

**4. Reporting.** The City shall retain records showing the expenditure of Grant funds for acquisition of land for and design and construction of the Facility. As requested, the City shall provide a written report to the TEDC showing the progress of the land acquisition and design of the Facility and shall provide all records of expenditures of Grant funds.

**5. Abandonment.** Should the TEDC have reason to believe that the City will not begin or complete the Facility within the timelines specified in Section 4 above or has abandoned plans to construct the Facility, the TEDC may make written demand to the City to provide a timeline for completion of Facility. The City shall have sixty (60) days from receipt of the demand to provide a written response. Should the City fail to respond within sixty days, the TEDC may consider the Facility project to be abandoned and the City to be in breach of this Agreement.

**6. Extension** The City and TEDC may agree to extend any deadline in this Agreement by making such agreement in writing.

**7. Breach.** Failure of the TEDC to timely pay the Grant funds or perform any other material obligation of this agreement shall constitute a breach of this Agreement. Failure of the City to begin design of the Facility within four (4) years of the Effective Date, to complete construction of the Facility within six (6) years of the Effective Date, to provide written reports as requested, or to fulfill any other material obligation under this Agreement shall constitute a breach of this Agreement.

**8. Remedies.** Upon a breach event, the non-breaching party shall provide written notice of the breach to the breaching party. The breaching party shall have thirty (30) days to cure the breach. Should said breach remain uncured as of the last day of the applicable cure period, and the non-

breaching Party is not otherwise in default, the non-breaching Party shall have the right to immediately terminate this Agreement or enforce specific performance as appropriate. Upon an uncured breach of this Agreement by the TEDC, the City may demand payment of any outstanding Grant funds due and not paid. Upon an uncured breach by the City, all Grant funds become immediately due and payable back to the TEDC. These remedies are considered to be cumulative of all other remedies available to the parties at law and are not intended to be exclusive.

**9. Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:      City of Tomball  
                    401 W. Market Street  
                    Tomball, Texas 77375  
                    Attn: City Manager

If to TEDC:      Tomball Economic Development Corporation  
                    401 W. Market Street  
                    Tomball, Texas 77375  
                    Attn: President, Board of Directors

CC:      Julie Fort  
                    Messer Fort PLLC  
                    6371 Preston Road, Suite 200  
                    Frisco, TX 75034

**10. Amendment.** Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

**11. Non-waiver.** The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

**12. Assignment.** This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13. Severability. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

(signature page to follow)

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this  
\_\_\_\_ day of \_\_\_\_\_ 2026 (the “Effective Date”).

**CITY OF TOMBALL, TEXAS**

By: \_\_\_\_\_  
Name: David Esquivel  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Thomas Harris  
Title: City Secretary

**TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: Lisa Covington  
Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: William E. Sumner Jr.  
Title: Secretary, Board of Directors